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21 **UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 CAREY COCO, an individual,
24 Plaintiff,

25 vs.

26 CITY OF LONG BEACH; and
27 DOES 1 through 10, inclusive.

28 Defendants.

CASE NO.: 2:22-cv-08591-RGK-
(JEMx)

**STIPULATED PROTECTIVE
ORDER**

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
 3 proprietary, or private information for which special protection from public
 4 disclosure and from use for any purpose other than prosecuting this litigation may
 5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 6 enter the following Stipulated Protective Order. The parties acknowledge that this
 7 Order does not confer blanket protections on all disclosures or responses to
 8 discovery and that the protection it affords from public disclosure and use extends
 9 only to the limited information or items that are entitled to confidential treatment
 10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This case involves the wrongful detention and arrest of Plaintiff Carey
 13 Coco. Discovery in this action is likely to involve the production of sensitive,
 14 confidential documents pertaining to and contained in the private employment
 15 personnel file of City of Long Beach Department officers and of the City of Los
 16 Angeles Department officers, which include Plaintiff Carey Coco, (collectively
 17 “the parties”) production and disclosure of these confidential personnel file
 18 documents without this protective order will subject the parties to unwarranted
 19 and unnecessary embarrassment, harassment, and/or violation of the parties’ rights
 20 of privacy.

21 Accordingly, to expedite the flow of information, to facilitate the prompt
 22 resolution of disputes over confidentiality of discovery materials, to adequately
 23 protect information the parties are entitled to keep confidential, to ensure that the
 24 parties are permitted reasonable necessary uses of such material in preparation for
 25 and in the conduct of trial, to address their handling at the end of the litigation,
 26 and serve the ends of justice, a protective order for such information is justified in
 27 this matter. It is the intent of the parties that information will not be designated
 28 as confidential for tactical reasons and that nothing be so designated without a

1 good faith belief that it has been maintained in a confidential, non-public manner,
2 and there is good cause why it should not be part of the public record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that
5 this Stipulated Protective Order does not entitle them to file confidential
6 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
7 be followed and the standards that will be applied when a party seeks permission
8 from the court to file material under seal.

9 There is a strong presumption that the public has a right of access to judicial
10 proceedings and records in civil cases. In connection with non-dispositive
11 motions, good cause must be shown to support a filing under seal. See *Kamakana*
12 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
13 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*
14 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
15 protective orders require good cause showing), and a specific showing of good
16 cause or compelling reasons with proper evidentiary support and legal
17 justification, must be made with respect to Protected Material that a party seeks to
18 file under seal. The parties' mere designation of Disclosure or Discovery Material
19 as CONFIDENTIAL does not—without the submission of competent evidence by
20 declaration, establishing that the material sought to be filed under seal qualifies as
21 confidential, privileged, or otherwise protectable—constitute good cause.

22 Further, if a party request sealing related to a dispositive motion or trial,
23 then compelling reasons, not only good cause, for the sealing must be shown, and
24 the relief sought shall be narrowly tailored to serve the specific interest to be
25 protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
26 2010). For each item or type of information, document, or thing sought to be filed
27 or introduced under seal in connection with a dispositive motion or trial, the party
28 seeking protection must articulate compelling reasons, supported by specific facts

1 and legal justification, for the requested sealing order. Again, competent evidence
 2 supporting the application to file documents under seal must be provided by
 3 declaration.

4 Any document that is not confidential, privileged, or otherwise protectable
 5 in its entirety will not be filed under seal if the confidential portions can be
 6 redacted. If documents can be redacted, then a redacted version for public
 7 viewing, omitting only the confidential, privileged, or otherwise protectable
 8 portions of the document, shall be filed. Any application that seeks to file
 9 documents under seal in their entirety should include an explanation of why
 10 redaction is not feasible.

11 2. DEFINITIONS

12 2.1 Action: This pending federal lawsuit.

13 2.2 Challenging Party: A Party or Non-Party that challenges the
 14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
 16 how it is generated, stored or maintained) or tangible things that qualify for
 17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 20 their support staff).

21 2.5 Designating Party: A Party or Non-Party that designates information
 22 or items that it produces in disclosures or in responses to discovery as
 23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: All items or information,
 25 regardless of the medium or manner in which it is generated, stored, or maintained
 26 (including, among other things, testimony, transcripts, and tangible things), that
 27 are produced or generated in disclosures or responses to discovery in this matter.
 28

1 2.7 Expert: A person with specialized knowledge or experience in a
 2 matter pertinent to the litigation who has been retained by a Party or its counsel to
 3 serve as an expert witness or as a consultant in this Action.

4 2.8 House Counsel: Attorneys who are employees of a party to this
 5 Action. House Counsel does not include Outside Counsel of Record or any other
 6 outside counsel.

7 2.9 Non-Party: Any natural person, partnership, corporation, association,
 8 or other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: Attorneys who are not employees of a
 10 party to this Action but are retained to represent or advise a party to this Action
 11 and have appeared in this Action on behalf of that party or are affiliated with a law
 12 firm which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: Any party to this Action, including all of its officers, directors,
 14 employees, consultants, retained experts, and Outside Counsel of Record (and
 15 their support staffs).

16 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
 17 Discovery Material in this Action.

18 2.13 Professional Vendors: Persons or entities that provide litigation
 19 support services (e.g., photocopying, videotaping, translating, preparing exhibits
 20 or demonstrations, and organizing, storing, or retrieving data in any form or
 21 medium) and their employees and subcontractors.

22 2.14 Protected Material: Any Disclosure or Discovery Material that is
 23 designated as "CONFIDENTIAL."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery
 25 Material from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
 28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 2 compilations of Protected Material; and (3) any testimony, conversations, or
 3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
 5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 FINAL DISPOSITION of the action is defined as the conclusion of any
 8 appellate proceedings, or, if no appeal is taken, when the time for filing of an
 9 appeal has run. Except as set forth below, the terms of this protective order apply
 10 through FINAL DISPOSITION of the action. The parties may stipulate that they
 11 will be contractually bound by the terms of this agreement beyond FINAL
 12 DISPOSITION, but will have to file a separate action for enforcement of the
 13 agreement once all proceedings in this case are complete.

14 ONCE A CASE PROCEEDS TO TRIAL, INFORMATION THAT WAS
 15 DESIGNATED AS CONFIDENTIAL OR MAINTAINED PURSUANT TO
 16 THIS PROTECTIVE ORDER USED OR INTRODUCED AS AN EXHIBIT AT
 17 TRIAL BECOMES PUBLIC AND WILL BE PRESUMPTIVELY AVAILABLE
 18 TO ALL MEMBERS OF THE PUBLIC, INCLUDING THE PRESS, UNLESS
 19 COMPELLING REASONS SUPPORTED BY SPECIFIC FACTUAL
 20 FINDINGS TO PROCEED OTHERWISE ARE MADE TO THE TRIAL JUDGE
 21 IN ADVANCE OF THE TRIAL. SEE KAMAKANA, 447 F.3D AT 1180-81
 22 (DISTINGUISHING “GOOD CAUSE” SHOWING FOR SEALING
 23 DOCUMENTS PRODUCED IN DISCOVERY FROM “COMPELLING
 24 REASONS” STANDARD WHEN MERITS-RELATED DOCUMENTS ARE
 25 PART OF COURT RECORD). ACCORDINGLY, FOR SUCH MATERIALS,
 26 THE TERMS OF THIS PROTECTIVE ORDER DO NOT EXTEND BEYOND
 27 THE COMMENCEMENT OF THE TRIAL.

28 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for
2 Protection. Each Party or Non-Party that designates information or items for
3 protection under this Order must take care to limit any such designation to specific
4 material that qualifies under the appropriate standards. The Designating Party
5 must designate for protection only those parts of material, documents, items, or
6 oral or written communications that qualify so that other portions of the material,
7 documents, items, or communications for which protection is not warranted are
8 not swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been made for
11 an improper purpose (e.g., to unnecessarily encumber the case development
12 process or to impose unnecessary expenses and burdens on other parties) may
13 expose the Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that
15 it designated for protection do not qualify for protection, that Designating Party
16 must promptly notify all other Parties that it is withdrawing the inapplicable
17 designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for
21 protection under this Order must be clearly so designated before the material is
22 disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for
4 inspection need not designate them for protection until after the inspecting Party
5 has indicated which documents it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
8 identified the documents that it wants copied and produced, the Producing Party
9 must determine which documents, or portions thereof, qualify for protection under
10 this Order. Then, before producing the specified documents, the Producing Party
11 must affix the “CONFIDENTIAL legend” to each page that contains Protected
12 Material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify
16 the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and
19 for any other tangible items, that the Producing Party affix in a prominent place on
20 the exterior of the container or containers in which the information is stored the
21 legend “CONFIDENTIAL.” If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
28

1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be
10 on the Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation until the Court rules on the
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that
19 is disclosed or produced by another Party or by a Non-Party in connection with
20 this Action only for prosecuting, defending, or attempting to settle this Action.
21 Such Protected Material may be disclosed only to the categories of persons and
22 under the conditions described in this Order. When the Action has been
23 terminated, a Receiving Party must comply with the provisions of section 13
24 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
23 they will not be permitted to keep any confidential information unless they sign
24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
25 otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected
27 Material may be separately bound by the court reporter and may not be disclosed
28 to anyone except as permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other
6 litigation that compels disclosure of any information or items designated in this
7 Action as “CONFIDENTIAL,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or
11 order to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall
13 include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 (d) If the Designating Party timely seeks a protective order, the Party
17 served with the subpoena or court order shall not produce any information
18 designated in this action as “CONFIDENTIAL” before a determination by the
19 court from which the subpoena or order issued, unless the Party has obtained the
20 Designating Party’s permission. The Designating Party shall bear the burden and
21 expense of seeking protection in that court of its confidential material and nothing
22 in these provisions should be construed as authorizing or encouraging a Receiving
23 Party in this Action to disobey a lawful directive from another court.

24 9. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-
8 Party that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the Receiving
17 Party may produce the Non-Party's confidential information responsive to the
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving
19 Party shall not produce any information in its possession or control that is subject
20 to the confidentiality agreement with the Non-Party before a determination by the
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden
22 and expense of seeking protection in this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has
25 disclosed Protected Material to any person or in any circumstance not authorized
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c)

1 inform the person or persons to whom unauthorized disclosures were made of all
 2 the terms of this Order, and (d) request such person or persons to execute the
 3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
 4 A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
 8 inadvertently produced material is subject to a claim of privilege or other
 9 protection, the obligations of the Receiving Parties are those set forth in Federal
 10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 11 whatever procedure may be established in an e-discovery order that provides for
 12 production without prior privilege review. Pursuant to Federal Rule of Evidence
 13 502(d) and (e), insofar as the parties reach an agreement on the effect of
 14 disclosure of a communication or information covered by the attorney-client
 15 privilege or work product protection, the parties may incorporate their agreement
 16 in the stipulated protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 19 any person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 21 Protective Order no Party waives any right it otherwise would have to object to
 22 disclosing or producing any information or item on any ground not addressed in
 23 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 24 any ground to use in evidence of any of the material covered by this Protective
 25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
 27 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 28 may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. If a Party's request to file Protected
2 Material under seal is denied by the court, then the Receiving Party may file the
3 information in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within
6 60 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of
10 the Protected Material. Whether the Protected Material is returned or destroyed,
11 the Receiving Party must submit a written certification to the Producing Party
12 (and, if not the same person or entity, to the Designating Party) by the 60 day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed and (2) affirms that the Receiving Party
15 has not retained any copies, abstracts, compilations, summaries or any other
16 format reproducing or capturing any of the Protected Material. Notwithstanding
17 this provision, Counsel is entitled to retain an archival copy of all pleadings,
18 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work
20 product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 14. Any violation of this Order may be punished by any and all appropriate
25 measures including, without limitation, contempt proceedings and/or monetary
26 sanctions.

27 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
28

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1
2 DATED: April 24, 2023

**IVIE McNEILL WYATT PURCELL &
DIGGS**

3
4 By: /s/ Rodney S. Diggs

5 RODNEY S. DIGGS

6 KAELEN S. DAVIS

7 Attorneys for Plaintiff, CAREY COCO

8
9 DATED: April 28, 2023

DAWN MCINTOSH, City Attorney

10
11
12 By: 

13 NICHOLAS J. MASERO

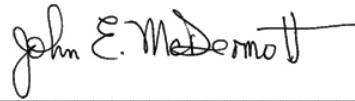
14 Deputy City Attorney

15 Attorneys for Defendant,

16 CITY OF LONG BEACH

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18
19
20 DATED: 5/1/2023



21 Hon. John E. McDermott

22 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the
 United States District Court for the Central District of California on [date] in
 the case of CAREY COCO, an individual, Plaintiff, vs. THE CITY OF LONG
 BEACH, and DOES 1 through 10, inclusive, Defendants, Case No.: 2:22-cv-
 08591-RGK-(JEMx), I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to
 so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order. I
 further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Dated: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____